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RECORDATION NO. 18636-V FILED 1425

AUG 30 1994 - 11 30 AM

August 30, 1994

INTERSTATE COMMERCE COMMISSION

0100350011

Direct Dial: (202)466-6532

Honorable Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
Washington, DC 20423

RECEIVED  
OFFICE OF THE  
SECRETARY  
Aug 30 11 30 AM '94  
LICENSING BRANCH

Dear Secretary Williams:

I have enclosed six originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is Lease Supplement (SPTC Trust No. 1993-1) No. 5, a secondary document, dated August 30, 1994. The primary document to which this is connected is recorded under Recordation No. 18636. We request that this document be recorded under Recordation No. 18636-V.

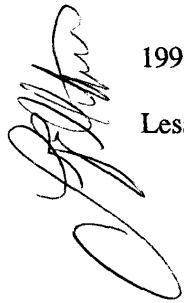
The names and addresses of the parties to Lease Supplement (SPTC Trust No. 1993-1) No. 5 are:

Lessor:

Shawmut Bank Connecticut, National Association  
777 Main Street  
Hartford, CT 06115

Lessee:

Southern Pacific Transportation Company  
One Market Plaza  
San Francisco, CA 94105



BALL, JANIK & NOVACK

Honorable Vernon A. Williams  
August 29, 1994  
Page 2

A description of the equipment covered by Lease Supplement (SPTC Trust No. 1993-1) No. 5 consists of 13 SD70M 4,000 HP locomotives numbered SP 9802, and 9813-9824, inclusive.

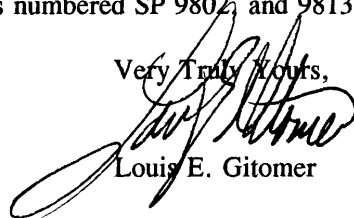
A fee of \$18.00 is enclosed. Please return five originals to:

Louis E. Gitomer  
Ball, Janik & Novack  
Suite 1035  
1101 Pennsylvania Avenue, N.W.  
Washington, DC 20004

Honorable Vernon A. Williams  
August 30, 1994  
Page 2

A short summary of the document to appear in the index follows: Lease Supplement (SPTC Trust No. 1993-1) No. 5 between Shawmut Bank Connecticut, National Association, 777 Main Street, Hartford, CT 06115, and Southern Pacific Transportation Company, One Market Plaza, San Francisco, CA 94105, covering 13 SD70M 4,000 HP locomotives numbered SP 9802, and 9813-9824, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

AUGUST 30, 1994

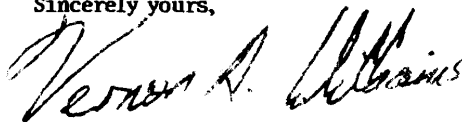
OFFICE OF THE SECRETARY

LOUIS E. GITOMER  
BALL, JANIK & NOVACK  
1101 PENNSYLVANIA AVENUE NW SUITE 1035  
WASHINGTON DC 20004

Dear MR. GITOMER:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/30/94 at 11:30AM, and assigned recordation number(s). 18636-V, 18636-W, 18636-X, 18636-Y, 18636-Z, 18636-AA, 18636-BB, 18636-CC, 18636-DD, 18636-EE, 18636-FF, 18636-GG, 18636-HH, 18636-II, 18636-JJ .  
18506-R, 18506-S, 18506-T, 18506-U,  
18506-V, 18506-W, 18506-X, 18506-Y,  
18506-Z, 18506-AA, 18506-BB, 18506-CC,  
18506-DD .

Sincerely yours,

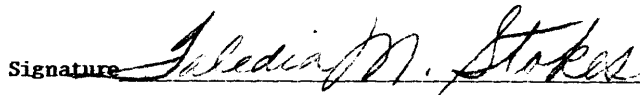


Vernon A. Williams  
Acting Secretary

Enclosure(s)

\$ 504.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



AUG 30 1994 -11 30 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT (SPTC Trust No. 1993-1) NO. 5

Dated August 30, 1994

between

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION,  
not in its individual  
capacity except as expressly provided  
herein but solely as Owner Trustee,  
Lessor

and

SOUTHERN PACIFIC TRANSPORTATION COMPANY  
Lessee

---

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (SPTC TRUST NO. 1993-1), DATED AS OF DECEMBER 15, 1993, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

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Filed with the Interstate Commerce Commission pursuant  
to 49 U.S.C. § 11303 on August \_\_, 1994, at \_\_\_\_ .M.  
Recordation Number \_\_\_\_, and deposited in the office  
of the Registrar General of Canada pursuant to  
Section 90 of the Railway Act of Canada on  
August \_\_, 1994, at \_\_\_\_ .M.

LEASE SUPPLEMENT (SPTC Trust No. 1993-1) NO. 5

LEASE SUPPLEMENT (SPTC Trust No. 1993-1) NO. 5 dated August 30, 1994 (this "Lease Supplement") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (SPTC Trust No. 1993-1) dated as of December 15, 1993, as amended by the First Amendment, dated as of April 14, 1994, and as amended by the Second Amendment, dated as of July 28, 1994 (as amended, the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount. The Basic Rent payable under Section 3.2 of the Lease, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 6 to the Participation Agreement, as such Schedules may be revised from time to time in accordance with the Operative Agreements.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 15, 1993", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.


8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument; provided that to the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

9. Governing Law. This Lease Supplement shall be governed by, and construed in accordance with, the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered by their respective officers on the day and year first above written.

LESSOR:

SHAWMUT BANK CONNECTICUT, NATIONAL  
ASSOCIATION, not in its individual  
capacity, but solely as Owner  
Trustee

By:   
Name: MARK A. FORGETTA  
Title: VICE PRESIDENT

LESSEE:

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered by their respective officers on the day and year first above written.

LESSOR:

SHAWMUT BANK CONNECTICUT, NATIONAL  
ASSOCIATION, not in its individual  
capacity, but solely as Owner  
Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSEE:

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY

By: Lynn Ducken  
Name: Lynn Ducken  
Title: Treasurer



STATE OF CONNECTICUT )  
 ) SS  
COUNTY OF **HARTFORD** )

On this 29 of August, 1994, before me personally appeared MARK A. FORGETTA, to me personally known, who being by me duly sworn, said that he is VICE PRESIDENT of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said national banking association on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Dawn P. Heintz  
Notary Public

[NOTARIAL SEAL]

**DAWN P. HEINTZ**  
**NOTARY PUBLIC**

My commission expires: MY COMMISSION EXPIRES MAY 31, 1997

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN FRANCISCO )

On August \_\_, 1994, before me, Lenona Rusconi, Notary Public, personally appeared LYNN DUCKEN, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

STATE OF CONNECTICUT       )  
                                  ) SS  
COUNTY OF                    )

On this \_\_\_\_\_ of August, 1994, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, said that he is \_\_\_\_\_ of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said national banking association on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

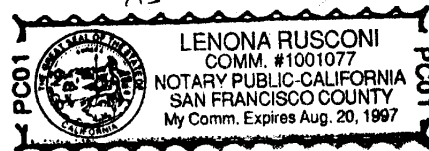
My commission expires: \_\_\_\_\_

STATE OF CALIFORNIA       )  
                                  ) SS  
COUNTY OF SAN FRANCISCO    )

On August 25, 1994, before me, Lenona Rusconi, Notary Public, personally appeared LYNN DUCKEN, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lenona Rusconi



Schedule 1

UNITS

No. of Units

13

Description

SD70M 4,000 HP  
Locomotives

Road Numbers

SP9802; and  
SP9813 through  
SP9824, inclusive